



New Hampshire Fish and Game Department

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Glenn Normandeau
Executive Director

January 16, 2014

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a sole-source contract with The Nature Conservancy (TNC) Concord, NH (Vendor code 177785) for the purpose of assisting with implementation and revision of the NH Wildlife Action Plan for a total of \$25,200.00 effective upon Governor and Council approval through September 30, 2015. 100% Federal Funds.

Funding is available in account, Nongame Management as follows, contingent upon the availability and continued appropriations for State Fiscal Years 2014 and 2015, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

03-75-75-751520-2139 WILDLIFE PROGRAM – NONGAME MANAGEMENT

	<u>FY014</u>	<u>FY015</u>
20-07500-21390000-304-500841 Research and Management	\$7,000.00	\$18,200.00

EXPLANATION

Since the New Hampshire Wildlife Action Plan was approved by the U.S. Fish and Wildlife Service (USFWS) in April 2006 biologists at NHFG and our conservation partners have been working diligently to implement the Plan. TNC has been a long-standing partner in protecting and restoring New Hampshire's threatened habitats.

TNC was instrumental in the development of the New Hampshire Wildlife Action Plan and has continued to demonstrate their commitment to conservation throughout the past several years by participating in the implementation of several New Hampshire Wildlife Action Plan strategies. The Plan must be revised every ten years as a requirement of the USFWS for continued federal funding to state wildlife agencies. The expertise that TNC has within their staff will be critical to the success of that revision.

Federal funds from NHFG will allow TNC to provide expertise on the overall revision of the Plan, including identification and documentation of species of greatest conservation need (particularly in regard to estuarine and marine species), identification of threats to species and habitats and development of strategies to

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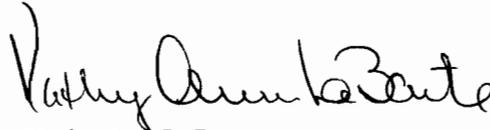
address those threats. TNC will also assist with the downsizing and incorporation of various state and regional datasets to assess the health and connectivity of wildlife habitat. TNC regional office has contributed greatly to northeastern regional data and information that will be incorporated into the revised Plan.

NHFG requests a sole source contract with TNC to implement strategies identified in the New Hampshire Wildlife Action Plan as detailed in Exhibit A. TNC staff are among the state's leading experts in conservation planning, land protection and land stewardship. This experience and expertise within one organization makes TNC uniquely qualified to implement these projects.

Respectfully submitted,



Glenn Normandeau
Executive Director



Kathy Ann LaBonte
Chief, Business Division



Subject: The Nature Conservancy - Wildlife Action Plan Revision **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name The Nature Conservancy		1.4 Contractor Address 22 Bridge Street, 4th Floor Concord, NH 03301	
1.5 Contractor Phone Number 603-224-5853	1.6 Account Number 21390000-304-500841	1.7 Completion Date Sept. 30, 2015	1.8 Price Limitation \$25,200.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-2461	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mark Zankel, State Director, The Nature Conservancy NH	
1.13 Acknowledgement: State of NH , County of MERRIMACK On January 15, 2014 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <small>(Seal)</small>			
1.13.2 Name and Title of Notary or Justice of the Peace Sydney Allen, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 1-30-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials
Date 1/15/14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
Scope of Services

Funding provided through NHFG Federal Aid Grant T2-4-P-1: Planning For Comprehensive Revision of State Wildlife Action Plan.

1. Wildlife Action Plan Revision Overall Process & Strategy Development

Objective: Assist in the revision of the NH Wildlife Action Plan (WAP) for all eight required elements

Actions:

- Participate in monthly Wildlife Action Plan Implementation Team meetings and other committee/working group meetings as needed.
- Assist in a stakeholder meeting of Wildlife Action Plan users to identify products and formats for the revised Plan that will more effectively reach diverse audiences and drive conservation investments. Assist in creating and refining those products.
- Assist in the development and implementation of strategies for all types of stakeholder engagement (public forums, focus groups, web surveys, etc.) including:
 - List of types of engagement and timeline for stakeholder input
 - Specific agendas for stakeholder meetings
 - Specific questions for surveys, etc. for stakeholder input
- Identify wildlife and habitats most at risk
- Assess vulnerability of wildlife and associated habitats to climate change and other threats and develop conservation strategies to reduce impacts. Tasks may include conducting comprehensive literature reviews, meetings with state and regional experts, and drafting text.
- Assist with the identification of marine/estuarine species and habitats at risk, assessments of threats & development of strategies and incorporate into species and habitat profiles.
 - Assess species for inclusion in SGCN list in conjunction with NHFG Marine Division and Great Bay National Estuarine Research Reserve
 - Develop habitat names and descriptions for marine and estuarine habitats in conjunction with NHFG Marine Division and Great Bay National Estuarine Research Reserve
 - Assess threats to species and habitats
 - Develop language to include in profiles for species and habitats
- Participate in meetings to develop strategies to address needs of species and habitats. Assist with the development of tools to enable strategies and assist in prioritizing strategies.

Effectiveness Measures:

- Number of meetings attended.
- Number of ideas for products and formats developed and/or refined.
- Number and type of stakeholder inputs
- Number of vulnerability assessments completed

- Number of complete species and habitat profiles.
- Agreement with NHFG Marine Division and GBNERR on use of the habitat names going forward.
- Number of Conservation strategies developed

2. Conservation Data, Habitat Map Updates and GIS analyses

Objective: To provide data, models, and metrics to enhance the Wildlife Action Plan maps and associated data. Priorities and deadlines for this work will be set quarterly in consultation with NHFG.

Actions:

- Update NH's Conservation/Public Lands data layer. Solicit and process conservation data from NH's conservation community. Submit data to NH GRANIT to be added to their statewide data layer.
- Coordinate with NHFG and other partners to discuss options for developing NH-scale resilience analysis or downscaling regional resilience analysis. If warranted, apply and/or downscale regional resilience analysis. Include NHFG, TNC Boston Office, others. Present results to partners, revise as necessary, and report.
- Assist with developing and applying a wildlife connectivity analysis at regional and/or statewide scales. Meet with partners to discuss connectivity analysis and focal area(s). As time allows, run analyses as agreed upon and analyze those results with partners.
- Assist with the development of landscape condition metrics using GIS indicators (habitat composition, habitat diversity and representation, past and present protection status of overall landscape and key wildlife habitats, aquatic connectivity, etc.) to determine success of conservation actions from the WAP. Evaluate and report on performance of conservation actions.
- Assist with the incorporation of a landscape connectedness measures framework for wildlife connectivity. Participate in the development of landscape connectedness measures for New Hampshire. Evaluate/determine baseline landscape connectedness conditions for use in future comparisons/analysis.

Effectiveness Measures:

- Number of new tracts added and updates submitted
- Complete dataset and report
- Completed connectivity analysis
- Number of landscape metrics developed and/or reported
- Number of landscape connectedness measures developed

Budget:

Job #	Contract (SWG)	TNC Match	Total project
Job 1	\$12,100	\$3,700	\$15,800
Job 2	\$13,100	\$4,700	\$17,800
TOTAL	\$25,200	\$8,400	\$33,600

**EXHIBIT B
Payment Terms**

Budget

Federal Funds (provided by the Nongame Program)	\$25,200.00
Non-Federal Matching Funds (provided by The Nature Conservancy)	\$8,400.00
Project Grand Total	\$33,600.00

1. The New Hampshire Fish and Game Department agrees to reimburse the contractor up to \$25,200.00 of approved project expenses in accordance with the above budget.
2. The Contractor agrees to provide 25% of total project costs in cash and in-kind service as the match for federal funds provided through this contract. The contractor may also report additional non-federal funds necessary and reasonable for project expenses.
3. The Contractor shall apply for reimbursement of actual costs through submission of an invoice on a quarterly basis (March 31, June 30, September 30 and December 31 of each year) within thirty (30) days after the end of the quarter. Each invoice is to be itemized by project and job to show the federal portion and include Federal Aid project and job number(s) to be supplied by NHFG, TNC portion, and the total project cost.
4. A report describing progress on each task and including the effectiveness measures described in the contract shall accompany each invoice.
5. Reimbursement for the final quarter shall not be made until all required reports have been received and approved by NHFG for compliance with Federal reporting regulations.
6. Continuation of this contract for the full project period is subject to availability of federal funds for this purpose. If funding is not available, the Contractor will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.

7. The Contractor agrees to maintain financial documents necessary to comply with State and Federal regulations. Federal regulations are provided in Exhibit C.
8. Any publications or publicity regarding these projects must recognize funding sources and cooperative arrangement with the New Hampshire Fish and Game Department.
9. Invoices will be submitted by TNC to: The New Hampshire Fish and Game Department, ATTN: John Kanter, 11 Hazen Drive, Concord, New Hampshire 03301.

EXHIBIT C

Federal Award Information and Compliances

Through execution of this agreement, the contractor acknowledges that they are a sub-recipient of the State under Federal Assistance grant "NH T2-4-P-1 Planning for Comprehensive Revision of State Wildlife Action Plan" from the United States Department of the Interior, U.S. Fish and Wildlife Service. All requirements, regulations, provisions, terms and conditions applicable to the Federal award are hereby adopted in full force and effect with respect to this contract Agreement and the contractor agrees to comply with the following provisions, as applicable:

- a. Program Authorization / Legislation: State Wildlife Grants (CFDA # 15.634)
- b. 43 CFR Part 12 Administrative and Audit Requirements and Cost Principals for Assistance Programs
- c. Sub-part C of the OMB guidance in 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1400 Non-procurement Debarment and Suspension
- d. 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
- e. 2 CFR Part 230 Cost Principles for Non-profit Organizations (OMB Circular A-122)
- f. 43 CFR Part 17 Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- g. 43 CFR Part 18 New Restrictions on Lobbying.
- h. 2 CFR Part 175 Trafficking Victims Protection Act of 2000
- i. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
- j. 2 CFR Part 170 Requirements for Federal Funding Accountability and Transparency Act Implementation

Equal Employment Opportunity

The Grantee will shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as amended by Executive Order 11375, and as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

The Grantee certifies per Subpart C of 2 CFR Part 180 that neither the contractor nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in transactions supported by Federal funds.

Certification Regarding Lobbying

The contractor and any sub-contractors awarded funds in excess of \$100,000 shall file the declaration required by 31 U.S.C. 1352(b) and implemented through 43 CFR Part 18. Each tier certifies to the tier above that it has not used Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier shall also disclose, if required, any lobbying conducted with non-federal funds in connection with obtaining a federal award. Such disclosures shall be forwarded from tier to tier by completing a “Disclosure of Lobbying Activities” (Form SF-LLL).

Records Retention

Pursuant to the requirements of 2 CFR Part 215.53 the financial, programmatic and supporting documents pertinent to this agreement must be retained for a period of three years beginning on the date the sub-recipient submits its final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Access to Records

The Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents paper, and records of the contractor which are directly pertinent to the Project for making audits, examination, excerpts, and transcriptions.

Transparency Act

The contractor shall obtain and provide New Hampshire Fish and Game Department with its applicable DUNS number per 2 CFR Part 25 and provide any additional sub-recipient information necessary to satisfy Federal Funding Accountability and Transparency Act reporting requirements per 2 CFR Part 170. No entity may receive a sub-award of federal funds unless the entity has provided a DUNS number to the first-tier recipient.

Contractor Initials
Date 1/15/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NATURE CONSERVANCY, a(n) District of Columbia nonprofit corporation, registered to do business in New Hampshire on January 9, 1984. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of January, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE

I, Kate Turner, Assistant Secretary of The Nature Conservancy, do hereby certify that:

- (1) I am a duly appointed Assistant Secretary of The Nature Conservancy, and I further certify that:
- (2) on March 4, 2013 Mark Zankel was appointed State Director of the Conservancy's New Hampshire Chapter, and his appointment has not been revoked or modified and remains in full force and effect as of the date hereof; and
- (3) in his capacity as State Director, he has been delegated the authority to accept State of New Hampshire Funds and to enter into a contract with the State of New Hampshire; and
- (4) he has been delegated the authority to execute documents which may be necessary for this contract; and
- (5) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of The Nature Conservancy, this 15th day of January, 2014.

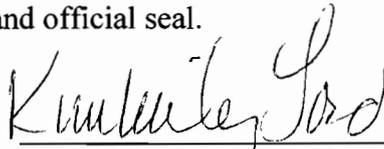


Kate Turner, Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

On this the 15th day of January, 2014, before me, Kimberly Ford, the undersigned officer, personally appeared Kate Turner who acknowledged herself to be an Assistant Secretary of The Nature Conservancy, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Notary Public: Kimberly Ford

My Commission Expires: _____

